

DECLARATORY JUDGMENT

The use of a secured bail schedule to set the conditions for release of a person in custody after arrest for an offense that may be prosecuted by the City of Moss Point implicates the protections of the Equal Protection Clause when such a schedule is applied to the indigent. No person may, consistent with the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution, be held in custody after an arrest because the person is too poor to post a monetary bond. If the government generally offers prompt release from custody after arrest upon posting a bond pursuant to a schedule, it cannot deny prompt release from custody to a person because the person is financially incapable of posting such a bond. *See Pugh v. Rainwater*, 572 F.2d 1053 (5th Cir. 1978) (*en banc*); *Lee v. Lawson*, 375 So. 2d 1019, 1023 (Miss. 1979); *Pierce v. City of Velda City*, 4:15-cv-570-HEA (Doc. 16) (E.D. Mo. June 3, 2015) (issuing Declaratory Judgment); *Cooper v. City of Dothan*, 1:15-cv-425-WKW (M.D. Ala. June 18, 2015) (Doc. 7) (granting Temporary Restraining Order); *see also, e.g.*, United States Department of Justice, Statement of Interest at 1, *Varden v. City of Clanton*, 2:15-cv-34-MHT

(Doc. 26) (February 13, 2015) (stating that the use of secured bail schedules to detain the indigent “not only violates the Fourteenth Amendment’s Equal Protection Clause, but also constitutes bad public policy”).

This the 6th day of November, 2015.

A handwritten signature in blue ink, appearing to read "Louis Guirola, Jr.", written over a horizontal line.

LOUIS GUIROLA, JR.
Chief United States District Judge
Southern District of Mississippi